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November 11, 2020

VIA CM/ECF

The Hon. Brian R. Martinotti, U.S.D.J.
United States District Court, New Jersey
Clarkson S. Fisher Building & U.S. Courthouse
402 East State Street
Trenton, New Jersey 08608

Re: Downs Ford, Inc. v. Zurich Am. Ins. Co.
Civil Action No.: 3:20-cv-08595-BRM-ZNQ
Our File No. 1573.781

Dear Judge Martinotti:

We represent Defendant Zurich American Insurance Company (“Zurich”) in connection with the above-captioned matter. On October 2, 2020, Zurich filed a Notice of Supplemental Authority in support of its Motion to Dismiss (ECF Doc. 14.) Since that filing, Zurich has become aware that several additional courts have issued orders and opinions directly relevant to Zurich’s motion. Accordingly, we respectfully request that Your Honor accept this letter in lieu of a more formal notice of supplemental authorities.

In each of the following cases, a court applying New Jersey law held that there was no coverage for the insured’s financial losses sustained in connection with the COVID-19 pandemic because the first-party property policy at issue contained a virus exclusion. In each case, the court granted the insurance company’s motion to dismiss:

- *Mac Property Group LLC v. Selective Fire & Casualty Insurance Company*, No. CAM-L-2629-20 (N.J. Super. Ct. Law Div. Nov. 5, 2020);
- *N & S Restaurant, LLC v. Cumberland Mutual Fire Insurance Company*, 2020 WL 6501722 (D.N.J. Nov. 5, 2020); and
- *FAFB LLC v. Blackboard Insurance Company*, No. MER-L-892-20 (N.J. Super. Ct. Law Div. Oct. 30, 2020).

Furthermore, in each of the following cases, a court applying the law of a sister jurisdiction held that there was no coverage for the insured’s financial losses sustained in

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connection with the COVID-19 pandemic because the policy at issue contained a virus exclusion. Likewise, the courts in these cases granted the insurance company's motion to dismiss:

- *Dime Fitness, LLC v. Markel Insurance Company*, No. 20-CA-5467 (Fla. Cir. Ct. Nov. 10, 2020);
- *DAB Dental PLLC v. Main Street America Protection Insurance Company*, No. 20-CA-5504 (Fla. Cir. Ct. Nov. 10, 2020);
- *Goodwill Industries of Central Oklahoma, Inc. v. Philadelphia Indemnity Insurance Company*, No. 5:20-cv-00511 (W.D. Okla. Nov. 9, 2020)
- *Brian Handel D.M.D., P.C. v. Allstate Insurance Company*, 2020 WL 6545893 (E.D. PA. Nov. 6, 2020);
- *Independence Barbershop, LLC v. Twin City Fire Insurance Company*, No. 1:20-cv-00555 (W.D. Tex. Nov. 4, 2020);
- *Real Hospitality, LLC v. Travelers Casualty Insurance Company of America*, 2020 WL 6503405 (S.D. Miss. Nov. 4, 2020);
- *Raymond H Nahmad DDS PA v. Hartford Casualty Insurance Company*, 2020 WL 6392841 (S.D. Fla. Nov. 2, 2020);
- *West Coast Hotel Management, LLC v. Berkshire Hathaway Guard Insurance Companies*, 2020 WL 6440037 (C.D. Cal. Oct. 27, 2020);
- *Boxed Foods Company, LLC v. California Capital Insurance Company*, 2020 WL 6271021 (N.D. Cal. Oct. 26, 2020);
- *Vizza Wash, LP v. Nationwide Mutual Insurance*, No. 5:20-cv-0680 (W.D. Tex. Oct. 26, 2020);
- *Founder Institute Inc. v. Hartford Fire Insurance Company*, 2020 WL 6268539 (ND. Cal. Oct. 22, 2020);
- *Travelers Casualty Insurance Company of America v. Geragos & Geragos*, 2020 WL 6156584 (C.D. Cal. Oct. 19, 2020);
- *Seifert v. IMT Insurance Company*, 2020 WL 6120002 (D. Minn. Oct. 16, 2020);
- *Mark's Engine Company No. 28 Restaurant, LLC v. Travelers Indemnity Company of Connecticut*, 2020 WL 5938689 (C.D. Cal. Oct. 2, 2020).

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A copy of each unpublished decision not available through an electronic database is attached to this letter.

Respectfully,

/s/ Philip C. Silverberg

Philip C. Silverberg

Encls.

cc: Carluccio, Leone, Dimon, Doyle & Sacks, LLC (*Via CM/ECF*)